

AGREEMENT

This Agreement is entered into this \_\_\_\_ day of October, 2005, by and among

♦ LEON COUNTY, a political subdivision of the State of Florida,

whose mailing address is 301 South Monroe Street, Tallahassee, Florida

32301 (hereinafter referred to as the "County") and

♦ CONSERVATION COMMUNITY GROUP, LLC, a Florida limited liability

company and CONSERVATION COMMUNITY GROUP II, LLC, a Florida

limited liability company, whose mailing addresses are 1208 Hays Street,

Tallahassee, Florida 32301 (hereinafter collectively referred to as "CCG").

WITNESSETH:

WHEREAS, Pisgah Church Road is, and has been for many years, a rural unpaved dirt road in northeast Leon County, Florida, connecting Bradfordville Road with Centerville Road; and

WHEREAS, a Maintenance Map depicting the maintained area of Pisgah Church Road is recorded in Official Records Book 3325, at Page 1799 of the Public Records of Leon County, Florida, in accordance with Section 95.361(3), Florida Statutes (2004); and

WHEREAS, CCG owns approximately 975 acres in the northwest quadrant of the intersection of Pisgah Church Road and Centerville Road; and

WHEREAS, Pisgah Church Road has been regularly maintained and repaired by the County for more than the immediate past seven (7) years; and

WHEREAS, Pisgah Church Road is designated as a "rural road" pursuant to Section 10-961 of the Leon County Code of Ordinances; and

WHEREAS, the County is, and has been, desirous of stabilizing Pisgah Church Road with pervious pavement known as open graded cold mix asphalt ("OGCM") as evidenced by the action of its Board of County Commissioners on October 12, 2004, when such board voted unanimously to approve the stabilization by the predecessor of CCG of Pisgah Church Road with OGCM asphalt if the required traffic analysis dictated the need for such stabilization; and

WHEREAS, the County has concluded that the requisite traffic analysis dictates the need for the stabilization of Pisgah Church Road with OGCM asphalt as a matter of safety; and

WHEREAS, CCG will design and prepare plans and specifications (hereinafter referred to as the "Plans and Specs"), at its expense, for the stabilization of Pisgah Church Road with OGCM asphalt and also for certain stormwater management facilities and stormwater conveyance systems to provide required stormwater treatment for Pisgah Church Road to applicable County standards and ordinances; and

WHEREAS, CCG has agreed to stabilize, at its expense, Pisgah Church Road in accordance with the Plans and Specs; and

WHEREAS, CCG has agreed to contribute the sum of \$\_\_\_\_\_ (hereinafter referred to as the "OGCM Asphalt Repair and Replacement Donation") to the County for purpose of repairing and replacing the OGCM asphalt on Pisgah Church Road; and

WHEREAS, CCG has further agreed to construct, at its expense, Pisgah Church Road stormwater management facilities and Pisgah Church Road stormwater conveyance systems in accordance with the Plans and Specs; and

WHEREAS, CCG has further agreed to contribute, at no cost to the County, fee simple title to that portion of its land (hereinafter referred to as the "Gifted Property") lying southerly of the current rural road setback line for Pisgah Church Road to the County; and

WHEREAS, CCG has further agreed to convey and dedicate to the County, and at no cost to the County, the Pisgah Church Road stormwater management facilities and the Pisgah Church Road stormwater conveyance system along with appropriate and sufficient easements to allow for the use and maintenance of such facilities and systems (hereinafter referred to as the "Additional Gifted Property"); and

WHEREAS, the County has agreed to accept CCG's tendered agreements set forth above in this Agreement on the terms and conditions hereinafter reflected in this Agreement.

NOW, THEREFORE, the County and CCG, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, do hereby agree as follows:

1. The Plans and Specs shall meet all County standards and ordinances.
2. The County shall issue all necessary permits (hereinafter referred to as the "Permits") for all construction as reflected on the Plans and Specs in a timely manner.
3. After the issuance of the Permits, CCG shall perform, at its expense, the construction activities authorized by the Permits (hereinafter referred to as the "Construction Activities") consistent with the Plans and Specs and Permits and shall complete the Construction Activities in a reasonable period of time and in a good and workmanlike manner. A performance and payment bond or cash deposit will be provided to assure the completion of, and payment for, the Construction Activities.
4. Upon completion of the Construction Activities, CCG shall deposit the OGCM Asphalt Repair and Replacement Donation with the County.
5. The OGCM Asphalt Repair and Replacement Donation shall be used by the County for the purpose of repairing and replacing the OGCM asphalt on Pisgah Church Road.

6. Upon completion of the Construction Activities, CCG shall donate and convey, at no cost to the County, fee simple title (subject to no liens) for the Gifted Property and Additional Gifted Property to the County for the use as a public right-of-way and related purposes.

7. Upon completion of the Construction Activities and the payment of the OGCM Asphalt Repair and Replacement Donation, the County shall maintain Pisgah Church Road.

8. Upon completion of the Construction Activities, CCG shall execute and deliver all such documents necessary for the County to have the nonexclusive use and maintenance of the Pisgah Church Road stormwater management facilities and Pisgah Church Road stormwater conveyance systems constructed in accordance with the Plans and Specs and the County shall thereafter use such facilities and systems for the purpose for which they were designed and shall assume all maintenance, repair, and replacement of such facilities and systems consistent with the Plans and Specs. Excess capacity within the Pisgah Church Road stormwater management facility shall accrue to the use of CCG and County accepts responsibility for management of this stormwater within those facilities. Fencing around the stormwater management facilities shall always be of such type that blends into the natural area as shown on the Plans and Specs and no chain link fencing will be permitted. Subject to the prior approval of the County Administrator, or his designee, notwithstanding the conveyance of the facilities and systems, the owner's association for Centerville shall always have the right, but not the obligation, to landscape (and maintain such landscaping) around them so long as the operation for which they were designed is not impaired.

9. The County represents and covenants that it is qualified under the Internal Revenue Code to accept tax deductible donations and agrees to cooperate in a timely manner and in good faith with CCG with respect to the completion of all documentation required by the

Internal Revenue Service to establish and acknowledge the donations by CCG to the County as set forth in this Agreement.

10. Once the Gifted Property and Additional Gifted Property are conveyed to the County, such property will be deemed to be no longer within the Centerville Conservation PUD.

11. This Agreement constitutes the entire agreement of the parties with respect to the subject matter reflected in it.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed through its Chairman on the \_\_\_\_ day of \_\_\_\_\_, 2005, and CCG has executed it through their Managers on this \_\_\_\_ day of \_\_\_\_\_, 2005.

CONSERVATION COMMUNITY GROUP, LLC,  
a Florida limited liability company

By: \_\_\_\_\_  
Hurley H. Booth, Jr.  
Its: Manager

CONSERVATION COMMUNITY GROUP II, LLC,  
a Florida limited liability company

By: \_\_\_\_\_  
Hurley H. Booth, Jr.  
Its: Manager

STATE OF FLORIDA,  
COUNTY OF LEON.

Sworn to, subscribed, and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005, by Hurley H. Booth, Jr., as Manager of Conservation Community Group, LLC and Conservation Community Group II, LLC, both Florida limited liability companies, on behalf of said limited liability companies. ( ) He is personally known by me; or ( ) He produced his Florida driver's license as identification.

\_\_\_\_\_  
Notary Public

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Cliff Thael, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:  
BOB INZER, CLERK OF COURT  
LEON COUNTY, FLORIDA

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE

BY: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney